conditions in contracts, seems to have received no attention in this work. There is great need of a statement of the principles and a discussion of the question involved in that branch of the subject, and a chapter dealing with that question would have added greatly to the value of the work.

However, what was said at the beginning is here repeated, that in very many respects the text and the two sets of notes, taken together, make a work on contracts, which is the very best work we have upon the subject.

THE RULE AGAINST PERPETUITIES. By John Chipman Gray. Second Edition. Boston: Little, Brown & Co., 1906. pp. xlvii, 664.

The first edition of this great work has been in the hands of the profession for twenty years. Dealing as it does with one of the most abstruse topics of the law, it early won the admiration of the bar and the bench as an almost perfect repository of the decisions on its special topic, not more than for the independence of its discussions and the clarity of its expositions. The second edition contains almost without alteration the whole of the first, together with 162 additional pages. It would be neither useful nor practicable here to indicate the topics to which this new matter is devoted. Among the most important of them, however, are the following: the contingency must happen, if at all, within the limits of the rule; cases where an absolute interest beginning within or at the end of lives in being has been said or held to violate the rule; cases where a life interest beginning during or at the end of lives in being has been held to violate the rule.

A curious series of Maryland cases receives attention, in which life estates to unborn persons and equitable fees have been said or held to be void as violating the rule (p. 211 et seq.).

One of the most interesting discussions is that upon the effect on prior limitations intrinsically valid, of subsequent limitations which are void for remoteness. Four new cases are considered holding that a prior limitation is destroyed by the invalidity of a subsequent one, two in Illinois, one in Missouri, and one in Pennsylvania. In the last of these, Johnston's Estate, 185 Pa. 179, the devise was to trustees to pay the rents during seventy-five years to the testator's children, or the issue of such as should die, and at the end of that period to sell and divide the proceeds among then living issue of the children. The court held that because the direction to sell was invalid, the intervening trust for seventy-five years was also void, although, had the trust not been followed by the direction to sell, it would have been valid. It is not surprising that Professor Gray concludes that "the decision seems difficult to maintain." Even more severe is the sentence pronounced on *Lawrence* v. *Smith* 163 Ill. 149, of which the author bluntly and apparently with justification says, "This decision is incomprehensible."

Repudiating the view that no interest which is alienable ought to be held to be too remote, the author makes a few acute observations (p. 250) upon the argument for that view, advanced by Professor Reeves in his recent work on Real Property.

In treating of interests subject to the rule against perpetuities two new English cases are discussed, which affirm the distinction, on the authority of Joshua Williams, between the rule against perpetuities

and the special rule which forbids the limiting of a remainder to a child of an unborn person to whom, also, a preceding contingent remainder is limited (p. 265). The existence of such special rule is repudiated by Professor Gray, perhaps with justice, despite these cases.

On page 194 the interesting question is discussed whether the right of a lessee for years to renew his lease beyond the period of the rule is subject to the rule against perpetuities. Sir George Jessel preserves the right by treating it as an exception to the rule. The author preserves it by the remarks, "it seems hardly necessary to create any exception to meet the case—the covenant to renew is a part of the lessee's present interest. The right which the present possessor of land has to continue or to drop his possession is not a right subject to a condition precedent." It is impossible to avoid thinking that Mr. T. Cyprian Williams' criticism (p. 195) of this language is valid. Altogether remarkable is the distinction between a right in a lessee to renew the term and a right in him to purchase the fee. If, as Professor Gray suggests, "the (lessor's) covenant to renew is a part of the present interest," how shall we say that the covenant to allow the lessee to purchase the fee is not also a part of his present interest?

It is difficult not to sympathize with the opinion expressed by Professor Gray on p. 231, that the doctrine, favored by several English cases, viz., that a limitation for life to a living person is void, if it follows an interest which is too remote, "ought not to be followed in America."

A question upon which the author expends much learning is the relation of possibilities of reverter to the rule against perpetuities. Can A convey in fee to B until the happening of an event upon which the land shall revert to A? If so, must the event be such as must happen within the period of the rule against perpetuities? The author attempts to meet the difficulty by denying the possibility in England and in all the American states, except two, of inventing possibilities of reverter. They are made impossible, he thinks, in England and those states which recognize it as law, by the statute, Quia emptores, and in the other states, except Pennsylvania and South Carolina, because they deny the existence of tenure. He asserts that in England no determinable fee has been sustained since the statute (p. 25). He agrees with Mr. Sanders, (p. 31) that that statute "put an end to qualified fees." In Pennsylvania, probably, and in South Carolina, certainly, he thinks that tenure exists, while the statute is not in force and therefore in them "determinable fees may be valid" (p. 33), but "in the other states there is either no tenure at all, or, where there is tenure, there is no good reason to doubt the existence of the statute Quia emptores. In neither can there be any possibility of reverter." He, however, names several cases in Massachusetts, New Hampshire, New York, and seven other states which have spoken of such interests as possible and on p. 283 he remarks that these possibilites of reverter have been allowed in New York, Massachusetts and Georgia. On p. 41 he says positively that possibilities of reverter are not subject to the rule against perpetuities, while on p. 283 he more timidly asserts, "it would seem that they are not too remote," adding, "When these are once allowed to ex-

ist, remote possibilities of reverter become a necessity." But why? Conceding the possibility of executory devises or of contingent uses does not compel the concession of the possibility of valid remote devises or uses. Why then may not there be good and also bad possibilities of reverter? The Appendix, p. 556, presents an additional discussion of this interesting topic.

While expressing strong dissatisfaction with the decisions, Professor Gray concedes (p. 27 et seq.) that conditions subsequent are not subject to the rule against perpetuities.

It would be improper to close this review without directing special attention to Appendix F, on Future Estates in Personal Property, an able and luminous discussion.

CONDITIONAL AND FUTURE INTERESTS AND ILLEGAL CONDITIONS AND RESTRAINTS. By A. M. Kales. Chicago: Callaghan & Co. 1905. pp. xliv, 453.

The new legal periodical, of which the author of this work is an editor, the *Illinois Law Review*, has in its first issue reviewed the book under consideration with so much judgment and discrimination as to leave little for other reviewers to say. The work is certainly a most praiseworthy effort to state the law of a single but important jurisdiction on a topic or group of related topics bristling with difficulties. This effort has in the main been entirely successful. The Illinois cases have been examined with painstaking care and have been subjected to a rigorous and searching analysis.

The faults of the book—an excess of theory and elementary exposition, a too close adherence to the methods, the arrangement and the opinions of the learned writer and teacher to whom the book is dedicated and a too obvious effort to sustain the Illinois decisions and bring them into harmony with the teachings of Prof. Gray—are, after all, faults that lean to virtue's side. It is not for us to say that the bench and bar of the jurisdiction to which the work is devoted may not stand in need of just such a restatement of elementary and orthodox doctrine in a field in which heresy is so easy and so serious in its consequences.

Something must be said of the plan—of which the work under review and the new legal journal above referred to are the latest and perhaps the best exponents—of writing law books and publishing journals devoted to the law of a single American jurisdiction. Notwithstanding the danger which this plan may involve of promoting a separate tendency and of making the law of each State sufficient unto itself, it has much to commend it. While the plan of the usual law treatise, of treating the law of the United States as a single body of jurisprudence, has the great advantage of tending to create the condition of affairs assumed by it to exist, or at least to keep alive the sense of an essential and underlying unity, it certainly results in most cases in building up a legal system which has no real existence anywhere outside the writer's consciousness. The local treatise, on the other hand, may, without sacrificing the historical background or ignoring the light that comes from related jurisdictions, present a fairly complete picture of the local law, of its tendency and of the influences that are shaping it, and thus render a service to the bench